IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.133 OF 2004
IN
SUMMARY SUIT NO.2957 OF 2003

Bank of Baroda ....Plaintiff

V/s.

M/s.Atlanta Rent-A-Car & Ors. ....Defendants

Mr.A.R. Bamne for the Plaintiff.

None for the Defendants.

CORAM : S.J. VAZIFDAR, J.
DATED : 19TH JANUARY, 2005.

P.C. :

1. Unconditional leave to Defendant No.3 to defend the suit. The suit is transferred to the list of commercial causes as against Defendant No.3. Defendant No.3 to file his written statement within six weeks from today. Discovery and inspection to be completed within four weeks thereafter. Summons for Judgment stands disposed of as against Defendant No.3.

2. The suit is filed to recover amounts lent and advanced by the Plaintiff to the Defendants. There

was an overdraft facility granted by the Plaintiff to the Defendants. The Defendants also executed a promissory note in respect thereof in which the rate of interest is specified at 18% p.a.

. There is no reply to the Plaintiff's advocate notices of demand. No affidavit in reply has been filed. There is no defence to the suit.

. In the circumstances, the Summons for Judgment is made absolute as against Defendant Nos.1 and 2 with costs. However, the interest after the date of the suit shall be at the rate of 12% p.a.

. Parties to act on an ordinary copy of this order duly authenticated by the Associate/Court Stenographer of this Court.